

EXHIBIT A



Circuit City Stores, Inc.
9950 Mayland Drive
Richmond, VA 23233

June 18, 2008

Elizabeth Warren
1824 Hanover Avenue
Richmond, VA 23220

Subject: Restricted Stock Vesting

Dear Elizabeth:

Congratulations! The time is near for your restricted stock award to vest. In appreciation of your commitment to Circuit City, you were granted 8,250 restricted stock shares on 6/21/2005. We are pleased to inform you that 4,125 of your restricted stock shares will vest on 7/1/2008. ↗

In order for these shares to be released to you, we must satisfy tax withholding requirements. **Shares will automatically be withheld to cover the tax liability.** You will then receive any remaining shares in your Smith Barney brokerage account after the tax liability has been satisfied. Once the net shares are released, you may choose to hold the shares in your account at Smith Barney, transfer the shares to another personal brokerage account or sell the shares.

To view your stock account:

- Go to www.benefitaccess.com
- Enter your User Name and Password (If you have lost or misplaced your User Name or Password, go to [Forgot User Name / Password](#) to request one to be sent to you)
- If you have other types of awards (i.e. options) you will need to select "Restricted Stock Plan", click on "Go To", "Plan Home" and then "View Your Account". If you only have restricted stock awards you will immediately see a link to "View Your Account"
- You should see your award in the listing along with any other restricted stock grants that you may have.

Note: If you do not have Internet access, call Smith Barney at (800) 367-4777.

Certify IRS Forms W-9 or W8BEN

The U.S. Internal Revenue Service (IRS) requires that Smith Barney obtain a Form W-9 (for U.S. citizens) or W-8BEN (for non-U.S. citizens) from you **before your released restricted shares are able to be sold**. You can find instructions on how to certify both the W-9 and the W-8 on the Benefit Access web site, under Forms Library. If you do not certify your W-9 or W-8BEN, 28% backup Federal tax will be withheld from the gross proceeds of your sale.

Enclosed please find some more general information that will help you better understand your restricted stock award.

Sincerely,

Circuit City Total Rewards

July 28, 2005

5009
Elizabeth R. Warren
1824 Hanover Avenue
Richmond, VA 23220

Dear Elizabeth:

This letter is to notify you that, effective June 21, 2005, the Compensation and Personnel Committee (the "Committee") of the Board of Directors awarded you a Restricted Stock Award with Performance-Based Accelerated Vesting under the 2003 Stock Incentive Plan, as amended and restated (the "Plan").

These shares are part of a Long-Term Incentive Program that will cover fiscal year 2006 through fiscal year 2010. This award is designed to motivate performance by providing for accelerated vesting of shares based on specified operating margin targets. Your award is for the following number of shares:

No. Shares Performance Accelerated Restricted Stock: 2,750
Grant Date: June 21, 2005
Final Vesting Date: July 1, 2009

There is a provision for accelerated vesting. At the end of each fiscal year, Circuit City's Operating Profit Margin will be compared to the levels specified in the chart listed below. Accelerated vesting of a percentage of the shares awarded to you will occur if Circuit City achieves an Operating Profit Margin at the levels specified in the table below, which are cumulative. The Operating Profit Margin performance will be measured as of each fiscal year end for fiscal years 2006, 2007, 2008 and 2009; accelerated vesting, if achieved, will occur on July 1st following the end of the fiscal year.

Circuit City's Operating Profit Margin	Vested % of Grant
2.3 %	25%
3.25%	50%
4.0 %	75%
4.5 %	100%

"Operating Profit Margin" means earnings from continuing operations before income taxes as a percentage of net sales and operating revenues, as each is reflected in the audited consolidated financial statements of Circuit City Stores, Inc. included in its Annual Report on Form 10-K, for the period beginning March 1, 2005.

After you sign and return this letter, your shares will be held in escrow for you by the Restricted Stock Custodian named below. You may not sell, give away, pledge or otherwise transfer any of your Restricted Stock before vesting occurs. However, you will have all of the other rights of a shareholder during the period until the vesting date, including the rights to vote and receive dividends.

shares (if not vested sooner) will be released from escrow and the stock will become freely tradable, subject to applicable securities law restrictions, provided you are still employed by the Company on a full-time basis.

If your employment with the Company terminates before the final vesting date because you die or become disabled, any restrictions on outstanding Restricted Stock as set forth in this award agreement shall lapse and the shares will vest as of the date of your death or disability.

If your employment with the Company terminates before the final vesting date for reasons other than your death or disability, if you change to a part-time status or if you retire from the Company, your Restricted Stock will be forfeited as of your separation date, retirement date or change in status date, whichever is applicable.

Other details about your award are:

1. **Restricted Stock Custodian.** The Restricted Stock Custodian is Wells Fargo Shareowners Services. If you need to contact the Restricted Stock Custodian at any time while your shares are in escrow, you may do so by writing to the Restricted Stock Custodian at the following address. The Company may change the Restricted Stock Custodian before your vesting date. If so, you will be informed of the new Restricted Stock Custodian and its address.

Wells Fargo Shareowners Services
Stock Transfer
171 North Concord Exchange
South St. Paul, MN 55075-1139

2. **Rights as a Shareholder.** While your shares are being held by the Restricted Stock Custodian, you will have voting and dividend rights. However, you will receive your dividends through the Restricted Stock Custodian and deliver your voting instructions to the Restricted Stock Custodian who will vote the shares for you. If the Restricted Stock Custodian does not receive your voting instructions at least three days before a shareholders' meeting, your shares will not be voted.

3. **Change of Control.** If you are a full-time employee on a Change of Control of the Company, notwithstanding any provision hereof to the contrary, any restrictions on outstanding Restricted Stock as set forth in this award agreement shall lapse.

4. **Withholding Taxes.** On the vesting date, you will have taxable income equal to the then current market value of the shares. The Company has the right to withhold from any shares the number of shares having an aggregate Fair Market Value equal to the amount of taxes required to be withheld or paid.

5. **Miscellaneous.**

a. This grant of Restricted Stock is not transferable by you except by will or by the laws of descent and distribution.

b. The terms of this agreement shall be governed by the laws of Virginia, without regard to the conflict of law provisions of any jurisdiction.

d. As described in the Plan, in the event of certain corporate transactions or other actions or events, the Committee may take such actions with respect to the Award as it deems appropriate and consistent with the Plan.

e. This award letter is the entire agreement between you and the Company concerning the shares of restricted stock awarded pursuant to this letter. If you are a party to an Employment Agreement with the Company, you agree that in the case of a conflict between the Employment Agreement and this award letter, the terms of this award letter shall control.

6. **Acceptance of this Award.** In order for your award to become effective, you must accept it by signing and returning one copy of this letter as soon as possible but in no event later than August 30, 2005 to:

Circuit City Stock Administration
P.O. Box 35127
Charlotte, NC 28235-5127

Your signature will also constitute your agreement to the terms and conditions contained in this letter.

The following documents contain additional detailed information about the Company and the Company's 2003 Stock Incentive Plan under which your Restricted Stock award was made. A copy of the Prospectus for the Plan is attached to this award agreement. If you have not previously been provided with them, a copy of the Plan, a copy of the 2005 Annual Report to Shareholders, and 10-K for Fiscal 2005 is available on the Smith Barney Benefit Access® web site at www.benefitaccess.com. General terms concerning Restricted Stock awards, which are contained in the Plan, but are not repeated in this letter, will also be considered a part of this letter.

Sincerely,



Eric A. Jonas, Jr.
Senior Vice President
Human Resources

ACCEPTED:


Associate Signature

ELIZABETH R. WARREN
Printed Name

August 16, 2005
Date



The Compensation and Personnel Committee (the "Committee") of the Board of Directors awarded you a Restricted Stock Award under the 2003 Stock Incentive Plan, as amended and restated (the "Plan"). The purpose of this discretionary award is to reward, motivate and retain key management personnel. Your award reflects the belief of the Committee and the Board of Directors that you are a key contributor to Circuit City's success. Your award is subject to the requirements and limitations set forth in this agreement.

This award is not contingent upon either corporate performance or your own. However, the value of your award rises directly and fully with the market price of our stock. The better we all perform, the more the stock will likely be worth.

The concept of Restricted Stock is simple. After you accept this award, your shares will be held in escrow for you by the Restricted Stock Custodian named below until the vesting date. You may not sell, give away, pledge or otherwise transfer any of your Restricted Stock before the vesting date. However, you will have all of the other rights of a shareholder during the period until the vesting date, including the right to vote and receive dividends.

If you are still employed on a full-time active basis by the Company on the vesting date, your shares will be released from escrow and the stock will be freely tradable, subject to applicable securities law restrictions.

If your employment with the Company terminates before the vesting date because you die or become disabled, any restrictions on outstanding Restricted Stock as set forth in this award agreement shall lapse and the shares will vest as of the date of your death or disability.

If your employment with the Company terminates before the vesting date for reasons other than your death or disability, if you change to a part-time status or if you retire from the Company, your Restricted Stock will be forfeited as of your termination date, retirement or change in status date, whichever is applicable.

Other details about your award are:

1. **Restricted Stock Custodian.** The Restricted Stock Custodian is Wells Fargo Shareowners Services. If you need to contact the Restricted Stock Custodian at any time while your shares are in escrow, you may do so by writing to the Restricted Stock Custodian at the following address. The Company may change the Restricted Stock Custodian before your vesting date. If so, you will be informed of the new Restricted Stock Custodian and its address.

Wells Fargo Shareowners Services
Stock Transfer
161 North Concord Exchange

South St. Paul, MN 55075-1139

2. **Rights as a Shareholder.** While your shares are being held by the Restricted Stock Custodian, you will have voting and dividend rights. However, you will receive your dividends through the Restricted Stock Custodian and deliver your voting instructions to the Restricted Stock Custodian who will vote the shares for you. If the Restricted Stock Custodian does not receive your voting instructions at least three days before a shareholders' meeting, your shares will not be voted.

3. **Change of Control.** If you are a full-time employee on a Change of Control of the Company, notwithstanding any provision hereof to the contrary, any restrictions on outstanding Restricted Stock as set forth in this award agreement shall lapse.

4. **Withholding Taxes.** On the vesting date, you will have taxable income equal to the then current market value of the shares. The Company has the right to withhold the number of shares having an aggregate Fair Market Value equal to the amount of taxes required to be withheld or paid.

5. **Miscellaneous.**

a. This grant of Restricted Stock is not transferable by you except by will or by the laws of descent and distribution.

b. The terms of this agreement shall be governed by the laws of Virginia, without regard to the conflict of law provisions of any jurisdiction.

c. The Restricted Stock Award is granted pursuant to the Plan. The terms of the Plan are incorporated into this agreement and in the case of a conflict between the Plan and this agreement, the terms of the Plan shall control. Unless otherwise defined herein, all capitalized terms have the meanings given to them in the Plan.

d. As described in the Plan, in the event of certain corporate transactions or other actions or events, the Committee may take such actions with respect to the Award as it deems appropriate and consistent with the Plan.

e. This award document and the award summary are the entire agreement between you and the Company concerning the shares of restricted stock awarded pursuant to this document. If you are a party to an Employment Agreement with the Company, you agree that in the case of a conflict between the Employment Agreement and this award document, the terms of this award document shall control.

6. **Acceptance of this Award.** Your acceptance of this award will also constitute your agreement to the terms and conditions set forth in this document. When this award is accepted, this award agreement and the award summary will become the Company's Stock Agreement with you. All other terms of this award notwithstanding, unless the Company otherwise agrees in writing, this award will not be effective as a Stock Agreement if you reject this award.

The following documents contain additional detailed information about the Company and the Company's 2003 Stock Incentive Plan under which your Restricted Stock award was made. If you have not previously been provided with them, a copy of the Plan, a copy of the current Annual Report to Shareholders, and current 10-K can be found on the Smith Barney Benefit Access® web site at www.benefitaccess.com. General terms concerning Restricted Stock awards, which are contained in the Plan, but are not repeated in this document, will also be considered a part of this agreement.

July 28, 2005

5009

Elizabeth R. Warren
1824 Hanover Avenue
Richmond, VA 23220

Dear Elizabeth:

This letter is to notify you that, effective June 21, 2005, the Compensation and Personnel Committee (the "Committee") of the Board of Directors awarded you a Restricted Stock Award under the 2003 Stock Incentive Plan, as amended and restated (the "Plan"). The purpose of this discretionary award is to reward, motivate and retain key management personnel. Your award reflects the belief of the Committee and the Board of Directors that you are a key contributor to Circuit City's success. Subject to the requirements and limitations set forth in this letter, your award is for the following number of shares and vests on the following date:

No. of Shares of Restricted Stock Granted: 8,250

Grant Date: June 21, 2005

On July 1, 2009, 100% of the total shares granted shall vest.

This award is not contingent upon either corporate performance or your own. However, the value of your award rises directly and fully with the market price of our stock. The better we all perform, the more the stock will likely be worth.

The concept of Restricted Stock is simple. After you sign and return this letter, your shares will be held in escrow for you by the Restricted Stock Custodian named below until the vesting date. You may not sell, give away, pledge or otherwise transfer any of your Restricted Stock before the vesting date. However, you will have all of the other rights of a shareholder during the period until the vesting date, including the right to vote and receive dividends.

If you are still employed on a full-time active basis by the Company on the vesting date, your shares will be released from escrow and the stock will be freely tradable, subject to applicable securities law restrictions.

If your employment with the Company terminates before the vesting date because you die or become disabled, any restrictions on outstanding Restricted Stock as set forth in this award agreement shall lapse and the shares will vest as of the date of your death or disability.

If your employment with the Company terminates before the vesting date for reasons other than your death or disability, if you change to a part-time status or if you retire from the Company, your Restricted Stock will be forfeited as of your termination date, retirement or change in status date, whichever is applicable.

1. **Restricted Stock Custodian.** The Restricted Stock Custodian is Wells Fargo Shareowners Services. If you need to contact the Restricted Stock Custodian at any time while your shares are in escrow, you may do so by writing to the Restricted Stock Custodian at the following address. The Company may change the Restricted Stock Custodian before your vesting date. If so, you will be informed of the new Restricted Stock Custodian and its address.

Wells Fargo Shareowners Services
Stock Transfer
161 North Concord Exchange
South St. Paul, MN 55075-1139

2. **Rights as a Shareholder.** While your shares are being held by the Restricted Stock Custodian, you will have voting and dividend rights. However, you will receive your dividends through the Restricted Stock Custodian and deliver your voting instructions to the Restricted Stock Custodian who will vote the shares for you. If the Restricted Stock Custodian does not receive your voting instructions at least three days before a shareholders' meeting, your shares will not be voted.

3. **Change of Control.** If you are a full-time employee on a Change of Control of the Company, notwithstanding any provision hereof to the contrary, any restrictions on outstanding Restricted Stock as set forth in this award agreement shall lapse.

4. **Withholding Taxes.** On the vesting date, you will have taxable income equal to the then current market value of the shares. The Company has the right to withhold the number of shares having an aggregate Fair Market Value equal to the amount of taxes required to be withheld or paid.

5. **Miscellaneous.**

a. This grant of Restricted Stock is not transferable by you except by will or by the laws of descent and distribution.

b. The terms of this agreement shall be governed by the laws of Virginia, without regard to the conflict of law provisions of any jurisdiction.

c. The Restricted Stock Award is granted pursuant to the Plan. The terms of the Plan are incorporated into this agreement and in the case of a conflict between the Plan and this agreement, the terms of the Plan shall control. Unless otherwise defined herein, all capitalized terms have the meanings given to them in the Plan.

d. As described in the Plan, in the event of certain corporate transactions or other actions or events, the Committee may take such actions with respect to the Award as it deems appropriate and consistent with the Plan.

e. This award letter is the entire agreement between you and the Company concerning the shares of restricted stock awarded pursuant to this letter. If you are a party to an Employment Agreement with the Company, you agree that in the case of a conflict between the Employment Agreement and this award letter, the terms of this award letter shall control.

6. Acceptance of this Award. In order for your award to become effective, you must accept it by signing and returning one copy of this letter as soon as possible but in no event later than August 30, 2005 to:

Circuit City Stock Administration
P.O. Box 35127
Charlotte, NC 28235-5127

Your signature will also constitute your agreement to the terms and conditions contained in this letter.

The following documents contain additional detailed information about the Company and the Company's 2003 Stock Incentive Plan under which your Restricted Stock award was made. A copy of the Prospectus for the Plan is attached to this award agreement. If you have not previously been provided with them, a copy of the Plan, a copy of the 2005 Annual Report to Shareholders, and 10-K for Fiscal 2005 is available on the Smith Barney Benefit Access® web site at www.benefitaccess.com. General terms concerning Restricted Stock awards, which are contained in the Plan, but are not repeated in this letter, will also be considered a part of this letter.

Sincerely,



Eric A. Jonas, Jr.
Senior Vice President
Human Resources

ACCEPTED:


Associate Signature

ELIZABETH R. WARREN
Printed Name

August 16, 2005
Date



Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233-1464
T 804.527.4000

April 11, 2007

Elizabeth R Warren
1824 Hanover Avenue
Richmond VA 23220

Dear Elizabeth:

This has been a challenging year for Circuit City, and we still have a lot of work ahead of us in fiscal year 2008 to move forward with our transformation. As we previously communicated, the Compensation and Personnel Committee of the Board of Directors in February approved accelerated vesting for certain shares of restricted stock awarded as part of the current Long Term Incentive Program (the "LTIP"). This letter amends the terms of the restricted stock award letter that you previously received (the "Award Letter"), as follows:

The 8,250 shares of time-based Restricted Stock awarded to you on 6/21/2005 will vest in accordance with the following schedule:

On July 1, 2008, 50% of the shares listed above will vest; and
On July 1, 2009, the remaining 50% of the shares will vest.

Please note that this accelerated vesting schedule **only applies to the shares of time-based restricted stock awarded under the LTIP** that were originally scheduled to vest 100% on July 1, 2009. As part of the LTIP, you also received performance-accelerated restricted stock that vests based on the Company's achievement of specific operating margin performance targets which will continue to vest 100% on July 1, 2009 if the performance targets are not met earlier.

All other terms and conditions of your Award Letter continue to apply, including the provisions concerning your employment status, rights as a shareholder and change in control provisions. The restricted stock awards are governed by the terms of the Circuit City Stores, Inc. 2003 Stock Incentive Plan (the "Plan"). The terms of the Plan are incorporated into this letter and the Award Letter, and in the event of a conflict between the Plan and this letter or your Award Letter, the terms of the Plan shall control.

If you do not wish to be subject to the acceleration provisions of this letter, please respond in writing to Circuit City Stores, Inc., Stock Plan Administrator, 9954 Mayland Drive, Richmond, VA 23233 within 30 days of receipt of this letter. If you do not respond within 30 days of receipt of this letter, it will be deemed accepted.

Sincerely,

Eric A. Jonas, Jr.
Senior Vice President
Human Resources



July 28, 2005

5009
Elizabeth R. Warren
1824 Hanover Avenue
Richmond, VA 23220

Dear Elizabeth:

Congratulations! The Compensation and Personnel Committee of the Board of Directors has awarded you Restricted Stock under the Circuit City Stores, Inc. 2003 Stock Incentive Plan, as amended and restated. This restricted stock award is intended to recognize the importance of your role here at Circuit City. Your award reflects the belief that you are a key contributor to Circuit City and should share in the rewards of the Company's success.

Included in this packet you will find:

- **Two Restricted Stock Award Letters.** These letters outline the number of shares of Restricted Stock you have been granted, and the requirements and limitations of the awards. **Please read and sign both letters and follow the instructions for mailing them to the appropriate address by the deadline shown.**
- **Plan Prospectus dated June 30, 2005.** This Prospectus, along with a copy of the 2003 Stock Incentive Plan and your award summary will be available on the Smith Barney Benefit Access® Web site at www.benefitaccess.com. You will be notified when the award is available for viewing online. If you are a first time recipient of a stock grant, you will receive a welcome letter either in the mail or via e-mail once your award is posted. This welcome letter will help you to log onto the Smith Barney site for the first time.

Remember, building a new Circuit City culture will take time; sustaining it will require ongoing commitment. With this award, we express our confidence in your ability to help shape a Circuit City that will benefit our associates, our customers and our shareholders for years to come. If you have any questions, please contact the **Associate Service Center at 800-288-6353 (option 1, option 4, option 1).**

Sincerely,

A handwritten signature in black ink, appearing to read "Eric A. Jonas, Jr.".

Eric A. Jonas, Jr.
Senior Vice President
Human Resources